

# **CITY OF SAN ANTONIO**

**ECONOMIC DEVELOPMENT DEPARTMENT  
San Antonio Local Development Company, Inc. dba  
South Texas Business Fund**



**REQUEST FOR PROPOSAL  
("RFP")**

**for**

**INDEPENDENT FINANCIAL AUDITING SERVICES**

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## **I. BACKGROUND**

The San Antonio Local Development Company, Inc. dba South Texas Business Fund, hereinafter referred to as STBF, a division of the Economic Development Department of the City of San Antonio, hereinafter referred to as the “City,” is soliciting proposals from Financial Auditing Firms to provide financial audit services to STBF for a three-year period.

This Request for Proposal (RFP) represents a competitive process for independent Financial Audit Firms to provide the following referenced auditing services. This competitive process should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determining factor. This RFP will allow the City to select and award a contract to an Auditing Firm(s) based on competence, and qualifications, and additional criteria, as well as the flexibility to negotiate a fair and reasonable price for those services.

### Nature and Purpose of the Organization

San Antonio Local Development Company, Inc. dba South Texas Business Fund (STBF) is a nonprofit corporation formed to participate in the Neighborhood Business Revitalization Program (NBRP), co-sponsored by the Small Business Administration (SBA), the Economic Development Administration (EDA), and the U.S. Department of Housing and Urban Development (HUD).

STBF administers and operates a loan program that provides qualifying local businesses with loans under economic development programs administered by the SBA, which requires participation by the borrowers and local financial institutions. Currently, STBF packages SBA loan applications for prospective borrowers, i.e.; funding of the loan is done directly by the SBA and, accordingly, the borrowers obligation is to SBA and not STBF.

Each of STBF’s programs is accounted for separately through the establishment of its own group of fund accounts.

### Organizational Structure

STBF is governed by a thirty-three (33) member Board of Trustees, all of whom are appointed by the San Antonio City Council, and an eleven (11) member Board of Directors, also appointed by the City Council, from the members of the Board of Trustees. The Board of Directors elects officers from its members. The Trustees, Directors, and Officers of STBF serve gratuitously. The City supports STBF by providing STBF with loan officers, secretaries, and legal services through employees of the City and its Department of Economic Development. Salaries for these employees are prorated by the City and reimbursed to the City by STBF.

## **II. SCOPE OF SERVICES**

### Audit Services

As a component entity of The City of San Antonio, STBF will now be required to implement GASB Statement No. 34, “*Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*” and any related statements on October 1, 2004. Firm(s) selected shall generate all audit outputs in a form consistent with GASB 34 standards and also be required to recommend any additional key tasks or policies that should be addressed to achieve proper implementation for GASB Statement No. 34.

The firm(s) will be required to review the financial statement presentation, footnotes to the financial statements, required supplementary information, and management discussion and analysis to ensure that financial reports adhere to GASB standards.

The required annual audit is to be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants, Government Auditing Standards issued by the Comptroller General of the United States, and Office of the Management and Budget (OMB) Circular A-133, GASB Statement No. 34, and any other authoritative pronouncements, which may be deemed applicable. These standards require that the audit be planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement.

The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. It will also include a review of the system of internal controls and tests of transactions to the extent necessary. The objective of the audit will be an expression of an opinion of which the wording of the opinion will be dependent on the facts and circumstances at the date of the reports. However, if the resulting opinion is other than “unqualified”, the reasons will be required to be fully disclosed.

In the performance of these audit services, the selected firm must comply with the independence standards and all other standards promulgated by any other authoritative body, as applicable to the performance of independent audit services.

The Audit Services Contract will contain a provision that the Annual Financial Report will be completed and available for distribution within 90 days of the STBF’s fiscal year end of September 30<sup>th</sup>. In addition, the Contract will also require that the “Management Letter” be completed and available for distribution within a reasonable period of time after completion of the Annual Report.

### **III. TERM OF CONTRACT**

A contract awarded in response to this RFP will be for a three (3) year period to provide Independent Financial Audits. Said contract will commence on October 19, 2004 or at the earliest date of acceptance

by STBF Board of Directors. Contract will include services for Fiscal Years ending September 30, 2004, 2005, 2006.

#### **IV. PRE-PROPOSAL CONFERENCE**

No Pre-Proposal Conference will be held in conjunction with this RFP.

#### **V. PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.
- B. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Completed Respondent Qualification General Questionnaire. (**Attachment A**)
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form. (**Attachment B**) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.
- D. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form. (**Attachment C**) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.
- E. BROCHURES: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.
- F. REFERENCES AND QUALIFICATIONS:
  - 1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés of key personnel for services that Respondent proposes to perform.
  - 2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP. Provide information on the firm's experience in providing GASB Statement No. 34 implementation or assistance to other governmental entities, if any.
  - 3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
  - 4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
  - 5. Respondent shall provide three (3) references, preferably from municipalities, for whom Respondent has provided services.

6. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- G. INSURANCE REQUIREMENTS: Signed statement indicating Respondent's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (**Attachment D**)
- H. PROOF OF INSURABILITY: Respondent shall submit a letter from insurance agent stating agent's commitment to insure the respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- I. INDEMNITY REQUIREMENTS: Signed statement indicating Respondent's willingness to accept and comply with the indemnification provisions described herein, if selected. (**Attachment E**)
- J. CONTRACT COMPLIANCE STATEMENT AND CONTRACT DOCUMENT: Signed statement indicating Respondent's willingness and ability to comply with and execute the attached Contract, if selected. (**Attachment F**)
- K. ANNUAL FINANCIAL STATEMENT: Respondent is asked to provide their most recent annual financial statement. An audited statement is preferred.
- L. SIGNATURE PAGE: Respondent must sign the proposal on the appropriate form. The proposal must be signed by a person authorized to bind the firm submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm are to be accompanied by evidence of authority. (**Attachment G**)
- M. PROPOSAL CHECKLIST: Completed proposal checklist. (**Attachment H**)

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## VI. AMENDMENTS TO RFP

Changes or amendments to this RFP may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent, who does not have access to the Internet, must notify City in accordance with Section VIII. Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

No oral statement of any person shall modify, otherwise change, or affect the terms, conditions or specifications, stated in this RFP. Changes to the RFP, if any, shall be made in writing only.

## **VII. SUBMISSION OF PROPOSALS**

- A. Respondent shall submit an original and ( 6 ) copies of the Proposal, the original signed in ink, in a sealed package, clearly marked on the front of the package Proposal to Provide STBF Financial Audit Services. All Proposals must be received in the City Clerk's office no later than 4:00 p.m. central time, *September 24, 2004* at the address below. Any Proposal received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: Economic Development Department  
P.O. Box 839966,  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Economic Development Department  
100 Military Plaza  
2<sup>nd</sup> floor, City Hall  
San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of the Economic Development Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

#### **VIII. RESTRICTIONS ON COMMUNICATION**

Once the RFP has been released, Respondents are prohibited from communicating with City staff or City officials regarding the RFP or Proposals, with the following exceptions:

- A. Questions concerning this RFP shall be directed, in writing only, to the *Economic Development Department*, attn: *Ed Somers*, STBF Loan Development Manager at *P.O. Box 830505, San Antonio, TX 78283-0505*. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile will be accepted at 210-207-3939 or electronic mail to <http://www.esomers@sanantonio.gov>. No inquiries or questions will be answered if received after **4:00 P.M. on September 15, 2004**, to allow ample time for distribution of answers and/or amendments to this RFP. All questions received and answers to those questions will be posted as an amendment to the RFP on the City website on or after September 15, 2004. Respondents wishing to receive a copy of the questions and their responses may obtain a copy at 1901 S Alamo, Room 283 San Antonio, TX 78204. No copies will be mailed.
- B. Respondent shall not contact City employees nor Officers before an award has been made, except as set out herein. Violation of this provision by Respondent may lead to disqualification of its proposal from consideration.



- C. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

## **IX. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

### **Evaluation criteria:**

#### **A. Responsiveness to the Request for Proposal (30%)**

1. Requested information included and thoroughness of response.
2. Understanding and acceptance of the scope of services.
3. Acceptance of the RFP and Contract terms.
4. Clarity and conciseness of the response.

#### **B. Respondent's background and capability to provide the services requested (70%).**

1. Background of Respondent.
2. Respondent's support personnel, including professional qualifications and length of time working in Respondent's capacity.
3. Relevant experience of Respondent.
4. Relevant experience of Respondent's partners and/or team members
5. Specific experience with public entity clients, especially large municipalities.
6. Resources available to support this project, including total number of employees, number and location of offices, number and types of equipment available.
6. References.

## **X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the STBF Board.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to STBF Board of Directors.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- F. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- G. If selected, Respondent will be required to comply with all terms of the contract established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the City, as defined in Part B, Section 10 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment B)

- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

## **XI. SCHEDULE OF EVENTS**

Following is a list of **projected dates** with respect to this RFP:

RFP Solicitation Period	<u>September 13-September 24, 2004</u>
Final Questions Accepted	<u>September 15, 2004 by 4:00 p.m.</u>
Proposals Due	<u>September 24, 2004 by 4:00 p.m.</u>
Evaluations Conducted	<u>September 27 – October 1, 2004</u>
Contract Considered	<u>October 19, 2004</u>

## **ADDITIONAL PROVISIONS**

### **OWNERSHIP AND LICENSES**

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

### **CERTIFICATIONS**

Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

**ATTACHMENT A.**

**RESPONDENT QUALIFICATION  
GENERAL QUESTIONNAIRE**

RESPONDENT QUALIFICATION  
GENERAL QUESTIONNAIRE  
ATTACHMENT A.

1. Name/Name of Agency/Company: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone/FAX: \_\_\_\_\_
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?  
Yes\_\_\_\_ No\_\_\_\_
5. Is your Company authorized and/or licensed to do business in Texas?  
Yes\_\_\_\_ No\_\_\_\_
6. Where is the Company's corporate headquarters located? \_\_\_\_\_
7. a. Does the Company have an office located in San Antonio, Texas?  
Yes\_\_\_\_ No\_\_\_\_  
b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?  
\_\_\_\_\_(years) \_\_\_\_\_(months)  
c. State the number of full-time employees at the San Antonio office. \_\_\_\_\_
8. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?  
Yes\_\_\_\_ No\_\_\_\_  
b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?  
\_\_\_\_\_(years) \_\_\_\_\_(months)  
c. State the number of full-time employees at the Bexar County office. \_\_\_\_\_
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes\_\_\_\_ No\_\_\_\_  
If yes, identify the public entity and the name and current phone number of a representative of the

public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email: \_\_\_\_\_

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes ( ) No ( ).  
If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. \_\_\_\_\_  
\_\_\_\_\_

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )  
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Provide any other names under which your business has operated within the last 10 years.  
\_\_\_\_\_  
\_\_\_\_\_

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Principal

\_\_\_\_\_  
Title of Principal

\_\_\_\_\_  
Signature of Principal

**ATTACHMENT B.**  
**DISCRETIONARY CONTRACTS DISCLOSURE FORM**



**City of San Antonio**  
**Discretionary Contracts Disclosure\***

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of Council action, and no later than five (5) business days after any change about which information is required to be filed.

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

**and** the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

And the name of:

(b) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

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<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title:  Company:	Date:

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<sup>2</sup>For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**ATTACHMENT C.**  
**LITIGATION DISCLOSURE FORM**

## LITIGATION DISCLOSURE

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal:

\_\_\_\_\_  
Printed Name of Principal:

\_\_\_\_\_  
Title of Principal

Rev. 5/31/02

AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:                      Approval\_\_\_\_\_                      Denial\_\_\_\_\_

Action Taken:                              Approved\_\_\_\_\_                      Denied\_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

## ATTACHMENT D.

### INSURANCE REQUIREMENTS

Respondent must attach a statement in its proposal indicating Respondent's willingness and ability to provide the following insurance coverages and requirements, if selected:

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Economic Development, P.O. Box 830505, San Antonio, TX 78283-0505, which shall be clearly labeled Independent Audit Services in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Economic Development Department, Attn: Ed Somers, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

1. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
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The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the STBF Board and City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the STBF Board and City is an additional insured shown on the policy;

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio  
Risk Management  
STBF Independent Financial Audit Svcs  
P. O. Box 839966  
San Antonio, Texas 78283-3966

City of San Antonio  
Economic Development Department  
STBF Independent Financial Audit Services.  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

**STATEMENT ACKNOWLEDGING  
INSURANCE REQUIREMENTS**

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance requirements described herein.

\_\_\_\_\_  
Printed Name of Respondent

By: \_\_\_\_\_  
Signature



*Although the City of San Antonio is not a party to this contract, due to the administrative oversight and City staff provided to support this project, the City shall require Contractor to also indemnify BOTH "CITY" and STBF during the term of this contract.*

## ATTACHMENT E.

### INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the STBF Board of Directors and/or CITY and its elected officials, employees, officers, directors, volunteers and representatives of the CITY and/or STBF Board of Directors, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY and/or STBF Board of Directors directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, , any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to STBF Board of Directors and/or the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF STBF Board of Directors and/or CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF STBF Board of Directors and/or CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the STBF Board of Directors and/or the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The STBF Board of Directors, and/or the CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the STBF Board of Directors and/or the CITY from the consequences of the STBF Board of Directors and/or the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the STBF Board of Directors and/or the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the STBF Board of Directors and/or the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE STBF BOARD OF DIRECTORS AND/OR THE CITY; IN THE NAME OF THE STBF BOARD OF DIRECTORS AND/OR THE CITY, any claim or litigation brought against the STBF Board of Directors, and/or the CITY and

its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the STBF BOARD OF DIRECTORS AND/OR THE CITY in writing within 24 hours of any claim or demand against the STBF BOARD OR DIRECTORS AND/OR CITY or RESPONDENT, if selected, known to CONTRACTOR related to or arising out of contractor's activities under this contract.

**STATEMENT ACKNOWLEDGING  
INDEMNIFICATION REQUIREMENTS**

If awarded a contract (referred to as “this Contract” herein) in response to this RFP, Respondent will be able and willing to comply with the indemnification requirements described herein.

\_\_\_\_\_  
Printed Name of Respondent

By: \_\_\_\_\_  
Signature

**ATTACHMENT F.**  
**CONTRACT COMPLIANCE STATEMENT**

**STATEMENT ACKNOWLEDGING  
CONTRACT EXECUTION REQUIREMENTS**

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in this Attachment \_\_\_\_, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

\_\_\_\_\_  
Printed Name of Respondent

By: \_\_\_\_\_

Signature

**ATTACHMENT G.**

**SIGNATURE PAGE**

Select the appropriate signature page to execute and submit with your proposal.

SIGNATURE PAGE (INDIVIDUAL or PROPRIETORSHIP)

If Respondent is an INDIVIDUAL or PROPRIETORSHIP, sign here:

---

Name

---

Doing Business As

---

Employer Identification Number  
or Social Security Number

---

11-digit State Comptroller's Taxpayer Number

SIGNATURE PAGE (PARTNERSHIP OR JOINT VENTURE)

By signing below, the undersigned officer and/or agent of Respondent represents, warrants and certifies that he/she is an authorized representative with full authority to bind Respondent to the terms and conditions provided for in its Proposal and required by this RFP and has the necessary authority to execute an Agreement on behalf of Respondent, if awarded.

If Respondent is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers must sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name

By:\_\_\_\_\_  
Member of the Partnership or Joint Venture

By:\_\_\_\_\_  
Member of the Partnership or Joint Venture

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
11-digit State Comptroller's Taxpayer Number

SIGNATURE PAGE (CORPORATION)

If Respondent is a CORPORATION, the duly authorized officer must sign as follows:

The undersigned certifies that (s)he is \_\_\_\_\_(title) of the corporation or limited liability company named below; that (s)he is designated to sign this Proposal Form by resolution (attach Certified Copy) for and on behalf of the below named entity, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provide for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

\_\_\_\_\_.

\_\_\_\_\_  
Corporation Name

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Employer Identification Number



## ATTACHMENT H.

### PROPOSAL CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its proposal.

Document	Check
Executive Summary	
*Respondent Qualification General Questionnaire (Attachment <u>A</u> in RFP)	
*Discretionary Contracts Disclosure (Attachment <u>B</u> in RFP)	
*Litigation Disclosure (Attachment <u>C</u> in RFP)	
References and Qualifications (Proposal Requirements Section of RFP) <ul style="list-style-type: none"><li>• résumés of key personnel</li><li>• 3 References</li></ul>	
*Statement Acknowledging Insurance Requirements	
*Statement Acknowledging Indemnification Requirements	
*Statement Acknowledging Contract Execution Requirements	
Annual Financial Statement	
*Signature Page	
6 Copies of Proposal	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**